

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: 5/12/2022
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LONSTEIN LAW OFFICE, P.C., JULIE LONSTEIN,  
WAYNE D. LONSTEIN,

Plaintiffs,

-v-

EVANSTON INSURANCE COMPANY, MARKEL  
SERVICE INCORPORATED, AT&T SERVICES, INC.,

Defendants.  
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20-cv-9712 (LJL)

ORDER

LEWIS J. LIMAN, United States District Judge:

The Court has received Plaintiffs' motion to dismiss with prejudice defendant Evanston Insurance Company, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i). Dkt. No. 93. Rule 41 addresses dismissal of actions rather than dismissal of parties. Treating the application as addressed to the Court's power under Rule 15 or Rule 21 or its inherent power, the Court will dismiss the complaint as against defendant Evanston Insurance Company with prejudice and with each party to bear their own costs and fees. Evanston Insurance Company's motion to dismiss Plaintiffs' third amended complaint is DENIED as moot.

The Court previously dismissed Plaintiffs' claims against Markel Service Incorporated with prejudice.<sup>1</sup> The only defendant remaining in this action is thus AT&T Services, Inc., against whom the action is stayed while the parties engage in arbitration. Dkt. No. 79. AT&T Services, Inc. shall continue to provide status updates as directed by the Court in its Order at Dkt. No. 67.

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<sup>1</sup> Plaintiffs thereafter named Markel as a defendant in its third amended complaint, but they did not bring any causes of action against it. *See* Dkt. No. 75.

The Clerk of Court is respectfully directed to terminate defendants Evanston Insurance Company and Markel Service Incorporated and to stay the action.

The Clerk of Court is further respectfully directed to close Dkt. Nos. 82 and 93.

SO ORDERED.

Dated: May 12, 2022  
New York, New York

A handwritten signature in black ink, appearing to read 'L. Liman', is written above a horizontal line.

LEWIS J. LIMAN  
United States District Judge